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Bank of Commerce, 47 Neb. 717; *Queen Ins. Co. v. Dearborn Sav. L. & B. Ass'n.*, 175 Ill. 115; *Christenson v. Fidelity Ins. Co.*, 117 Iowa 77; *Welch v. British Am. Assur. Co.*, 148 Cal. 223; *Senor & Munz v. Fire Ins. Co.*, 181 Mo. 104; *East v. New Orleans Ins. Ass'n.*, 76 Miss. 697; *Edge v. St. Paul F. & M. Ins. Co.*, 20 S. D. 190; *Boyd v. Thuringia Ins. Co.*, 25 Wash. 447; *Stamey v. Royal Exchange Assur. Co.*, 93 Kan. 707. The minority rule follows the earlier cases and holds that the rider has no effect in removing the person named therein from the conditions of the policy, so that the person named there is merely the appointee of the insured. *Brecht v. Law Union & Crown Ins. Co.*, 160 Fed. 399; *Del. Ins. Co. v. Greer*, 120 Fed. 916; *Franklin Ins. Co. v. Wolff*, 23 Ind. App. 556; *Ritchie City Bank v. Fireman's Ins. Co.*, 55 W. Va. 261.

LANDLORD AND TENANT—LIABILITY OF ALIEN ENEMY FOR RENT.—Plaintiff leased property in England to defendant, a subject of Austria, for a term of years. Subsequently war broke out between England and Austria, and Austrian subjects were prohibited from residing in a certain district, wherein the leased property was located. In an action for rent brought by the plaintiff, defendant contended that the order prohibiting him from residing in the specified district terminated the tenancy between him and the plaintiff. *Held*, that the relation of landlord and tenant still existed and that defendant was liable for rent. *London and Northern Estates Company v. Schlesinger*, [1916] 1 K. B. 20.

The obligation to pay rent may be suspended not only by eviction of the tenant by the landlord but also by eviction by a holder of paramount title. *Home Insurance Co. v. Sherman*, 46 N. Y. 370; *Leopold v. Judson*, 75 Ill. 536; *George v. Putney*, 58 Mass. 351; *Friend v. Oil Well Supply Co.*, 165 Pa. 652; *Maxwell v. Urban*, 22 Tex. Civ. App. 565. It would seem that the rule holding that tenancy is terminated when the sovereign seizes land under the power of eminent domain might be based upon the theory that the state is a sort of a holder of paramount title. The rule, however, appears to be based on other reasoning. See *O'Brien v. Ball*, 119 Mass. 28; *McCardell v. Miller*, 22 R. I. 96; *Lodge v. Martin*, 31 App. Div. 13; *Corrigan v. City of Chicago*, 144 Ill. 537, and *Barclay v. Pickles*, 38 Mo. 143. In the principal case there is no eviction by the landlord. However, it might well be contended that the order of the government which prohibited the defendant from occupying the premises amounted to an eviction by a holder of paramount title or that this order amounted in effect to an exercise by the sovereign of the power of eminent domain. In either event it might well be held that the obligation to pay rent was suspended.

MARITIME LIENS—LIQUOR NOT A NECESSITY FOR THE CREW OF A FISHING BOAT.—Claiming under a Federal statute giving a lien for supplies or other necessities furnished to a vessel, libellant sought to establish a maritime lien against a fishing vessel for liquor supplied. Libellant alleged that the crew were Austrians, used to liquor, and would not be shipped without it. *Held*,